

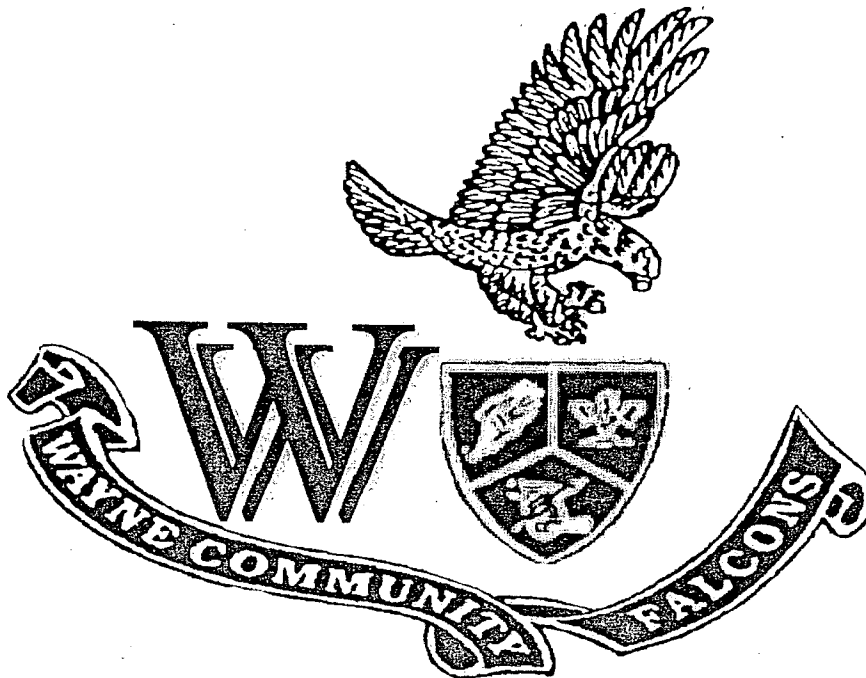
Wayne CSD

Wayne EA

7/1/2006

6/30/2007

**WAYNE COMMUNITY SCHOOL
AND
WAYNE COMMUNITY
EDUCATION ASSOCIATION**



MASTER CONTRACT

2006-2007

Table of Contents

		<u>Page</u>
Article I	Preamble	1
Article II	Recognition	1
Article III	Grievance Procedure	2
Article IV	Dues Deduction	5
Article V	Wage and Salaries	6
Article VI	Supplemental Pay	8
Article VII	Leaves of Absence	9
Article VIII	Employee Service Year	14
Article IX	Employee Hours	15
Article X	Assignment	15
Article XI	Transfer Procedures	16
Article XII	Reduction and Realignment Of Staff	16
Article XIII	Professional Development and In-service	18
Article XIV	Safety Provisions	18
Article XV	Insurance	19
Article XVI	Evaluation	20
Article XVII	Separability	20
Schedule A	Grievance Report Form	22
Schedule B	Dues Deduction Authorization Form	24
Schedule C	Salary Schedule	25
Schedule D	Extra-Curricular Salary Schedule	25

ARTICLE 1

PREAMBLE

The Board of Directors of the Wayne Community School District and Wayne Community Education Association has reached certain understandings which they desire to confirm in this agreement. It is agreed as follows:

ARTICLE II

RECOGNITION

A. UNIT

The Board hereby recognizes the Wayne Community Education Association, an affiliate of the Iowa State Education Association and the National Education Association, as the certified exclusive and sole bargaining representative for all employees as set forth in the PERB certification instrument, Case No. 321, as issued on the 15th day of September, 1975. Such representation shall cover all newly assigned personnel and/or positions, providing they fall under the classification of the included employees of the unit described below:

Included: Certified professional personnel, classroom teachers, music teachers, P.E. teachers, librarian, Title 1 teacher, special education teachers, and guidance counselor.

Excluded: Superintendent, three principals and all others excluded by Section 4 of the Act.

B. DEFINITIONS

1. The term "**Employee**" as used in this agreement shall mean all employees represented by this Association in the bargaining unit as defined and certified by PERB.
2. The term "**Board**" as used in this Agreement shall mean the Board of Directors of the Wayne Community School District or its duly authorized representations.
3. The term "**Association**" as used in this Agreement shall mean the Wayne Community Education Association or its duly authorized representatives.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A grievance is a claim by an employee, a group of employees, or the Association that there has been a violation, misrepresentation or misapplication of any of the specific provisions of this agreement.

2. Aggrieved Person

An aggrieved person or person making the claim. Every certificated professional person covered by the Agreement shall have the right to present grievances in accordance to these procedures. The president of the Association shall be able to present grievances on behalf of the Association starting informally with the principal and proceed through Levels 3 and 4, if the grievance is not resolved.

B. Assurances and Limitations

1. The failure of the certified professional personnel and/or the Association representative to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and the administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next level. The time limits, however, may be extended by mutual agreement.
2. The formal grievance may be withdrawn at any time during any level of this procedure by the aggrieved person upon written request to the appropriate supervisor at the corresponding level at which grievance is consideration.
3. It is agreed that any investigation or other handling or processing of any grievance by the grieving certificated professional person or the Association representative shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving certificated professional person or of the certificated professional personnel covered by this agreement.
3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file.

C. Procedure

Level One

Employee(s) with a grievance shall first discuss it with the building principal or immediate supervisor with the objective of resolving the matter informally.

Level Two

If the grievance cannot be resolved informally, the aggrieved certificated professional person and/or the Association representative shall file the grievance with the principal in writing and at a mutually agreeable time; discuss the matter with the principal.

The written grievance shall state the nature of the grievance, shall note the specific clause(s) of the Agreement involved, and shall state the remedy requested.

The filing of the formal written grievance at LEVEL TWO must be within twenty (20) school days from the knowledge of the occurrence of the event, giving rise to the grievance, or the grievant shall be forever barred from pursuing said grievance through the grievance procedure or through the courts.

The principal shall make a decision on the grievance and communicate it in writing to the certificated professional person and the superintendent within ten (10) school days after the receipt of the grievance.

Level Three

In the event a grievance has not be satisfactorily resolved at LEVEL TWO, the aggrieved certificated professional person and/or the Association representative shall file, within five (5) school days of the principal's written decision at LEVEL TWO, a copy of the grievance with the superintendent.

Within ten (10) school days after such written grievance is filed, the aggrieved and superintendent shall meet to resolve the grievance. The superintendent shall file an answer within ten (10) school days of the LEVEL THREE grievance meeting and communicate it in writing to the certificated professional person and/or the Association representative and the principal.

Level Four

If the grievance is not resolved at LEVEL THREE, there shall be available a FOURTH LEVEL of impartial arbitration. The Association may submit, in writing, a request on behalf of the Association and the grieving certificated professional person to the superintendent within twenty (20) school days from receipt of the LEVEL THREE answer to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within five (5) school days after said notice is given.

If the two parties fail to reach agreement as to the arbitrator within five (5) school days, the Public Employment Relation Board (PERB) will be requested to provide a panel of five (5) arbitrators. Each of the two parties will alternately strike one name at a time from the panel, until only one name shall remain. The remaining name shall be the arbitrator.

The arbitrator so selected shall confer with the representatives of the Board and the Association, hold hearings promptly, shall issue a decision no later than fifteen (15) school days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proof on the issue are submitted to him/her.

The arbitrator, in the opinion, shall not amend, modify, nullify, ignore, or add to the provisions of this agreement. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning and conclusion on the issues submitted. The decision of the arbitrator shall be final and binding on the parties.

The school district shall not be required to process the same claim or set of acts through the grievance procedure.

Expenses for the arbitrator's services shall be borne equally between the School District and the Association.

ARTICLE IV

Dues Deduction

A. Authorization

Any professional certificated employee, who is a member of the bargaining unit, may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues. Such requests must be put in writing thirty (30) days prior to the first check off.

B. Regular Deduction

Pursuant to the deduction authorization, the Board shall deduct one twenty-fourth (1/24th) of the total dues from the regular salary check of the employee each second and fourth Friday of each month, beginning in September and ending in August of each school year.

C. Pro-rated Deduction

Employees who begin dues deductions after September shall agree specifically in writing to have the total dues pro-rated on the basis of the remaining months of the school year employment.

D. Duration

Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the Board.

E. Transmission of Dues

The Board shall transmit to the Association the total monthly deduction Professional use of members of the bargaining unit, and a listing of the Employees from whom deductions were made, each regular pay period.

F. Termination

Any employee who terminates employment prior to June shall provide verification to the Board from the Association that dues are paid in full or that satisfactory arrangements have been made.

G. Hold- Harmless

The Association agrees to indemnify and hold harmless the Board, each individual Board member and all administrators against any and all claims, costs, suits and other forms of liability and all court costs arising out of the application of the provisions in the Agreement between the parties for dues deduction.

ARTICLE V

WAGES AND SALARIES

A. Schedule

The salary of each employee covered by the regular Salary Schedule is set forth in Schedule C, which is attached hereto and made a part of this Agreement.

B. Placement of Salary Schedule

Each employee shall be placed on his/her proper step of the Salary Schedule in accordance with where he/she was the previous year, taking into account the additional year experience and any additional training that would allow him/her to move horizontally

No teacher hired new to the district shall be placed on the Salary Schedule above any staff member with equal or greater experience unless under extreme hardship due to teacher shortage as determined by the superintendent of Board. The administration will consult with the W.C.E.A. bargaining unit about the hardship before offering the contract.

Any employee hired prior the beginning of the second semester of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

C. Credit for Experience

Credit up to ten (10) years of any salary level on the employee Salary Schedule shall be given for previous outside teaching experience within the last twelve (12) years, in a duly accredited school, upon initial employment.

Additional credit not to exceed two (2) years for military experience if drafted from teaching will be allowed.

Due to integration into the Salary Schedule of Phase monies, no new staff member will be given credit for experiences with place him/her above current staff members with equal or greater experience.

D. Returning to the District

Employees who have not been engaged in other teaching activities may, upon returning to the system, be restored to the next position on the Salary Schedule above that at which they left, if the absence has not been more that two (2) years in duration.

E. Advancement on Salary Schedule

1. Increments

Employees on the regular Salary Schedule shall be granted one (1) increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached. In reference to an increment on the regular Salary Schedule, a year of service consists of employment in the Wayne Community School District of more than ninety (90) consecutive days in any one (1) school year.

2. Educational Lanes

Employees on the regular Salary Schedule, who intend to move from one horizontal lane to a higher horizontal lane, shall notify the superintendent in writing of the move to the corresponding eligible step, no later than March 15th of the previous year.

For an employee to move from one horizontal lane to another on the Salary Schedule, he/she shall file suitable evidence of additional education credit with the superintendent no later than ten (10) days prior to the first pay date in September of each year.

All educational hours creditable toward a Salary Schedule shall be either in the employee's teaching field or toward an approved college or university degree program.

3. Career Increment

When an employee has reached the top step on his/her Salary Schedule lane, he/she shall receive an increase of two percent (2%) of the new base salary in addition to last year's Career Increment.

F. Methods of Payment

1. Pay Periods

Each Employee shall be paid on the second and fourth Friday of each month in twenty-four (24) installments. When a pay date falls on or during a school holiday, vacation or weekend, employees shall receive their pay check on the last previous working day. The only exception to the above would be circumstances beyond the control of the administration and/or Board such as computer breakdown or weather.

2. Final Pay

Each terminated employee or an employee who has resigned effective at the end of the current school year shall have the option of receiving all of

his/her earned contracted salary at the June pay period, providing all reports and contracted work have been completed.

3. Summer checks

Summer checks shall be mailed to the address designated by the employee.

G. Extended Contract Rate

The Salary Schedule is based upon the regular school calendar. Any employee whose assignment exceeds the regular employee work year will be additionally compensated as follows:

The extended work year will be at a per diem rate, with the said work day to be a minimum of 8.0 working hours. For example, if the regular work year is 190 days, then someone contracted for 210 days and making \$10,000 for the regular year would receive \$1.053 additional pay. (Formula – 190 days divided into \$10,000 = \$52.63 x 20 extra days).

ARTICLE VI

SUPPLEMENTAL PAY

A. Extracurricular Activities

The Board and the Association agree that the extracurricular activities listed in Schedule D are official school-sponsored activities. Employee participation in extracurricular activities shall be compensated according to the rate of pay as in Schedule D, which is attached

Chaperones for the Shrine Circus will be voluntary.

B. Expense of Traveling Employees

Employees who are required to use their own automobiles in the performance of their assigned duties shall be reimbursed for all such travel at the rate set by the General Assembly that is in effect on July 1st of the new contract year. Employees who are assigned more than one (1) school per day shall be reimbursed for all the driving done between that employee's base school and any school which is farther distance from his/her home than that employee's base school. If said employee's base school is farther from his/her home than the last school served by said employee, said employee shall receive no reimbursement for driving between his base school and the last school. Employees shall receive no reimbursement for travel between their homes and their base school.

The same allowance shall be given for the use of personal cars for field trips or other use for the district, with prior approval of the building principal.

C. After School Activities – Bus Driving

All employees who drive a bus on supervised activities (after school hours) shall be reimbursed at the rate of the average bus driver's hourly activity rate.

ARTICLE VII

Leaves of Absence

A. Paid Leave

1. Sick Leave

a. Accumulative Benefits

All employees shall be entitled to sick leave days each school year, in the Wayne Community School District, due to personal illness or injury, in the following amounts:

First year of employment	10 days
Second year	11 days
Third year	12 days
Fourth year	13 days
Fifth year	14 days
Sixth & subsequent years	15 days

The above amounts shall apply only to consecutive years of employment in the Wayne Community School District and unused portions shall be cumulative to a total of one hundred (100) days. The Administration and/or Board may require the employee to present evidence of illness or injury by a signed statement from a physician.

b. Notification of Accumulation

Employees shall be given a copy of a written accounting of accumulated sick leave days, no later than at the time of the first September pay period.

Teachers who have accumulated at least 95 sick days at the end of a school year will be given one additional personal day at the start of the next school year. The additional personal day would need to be used in that school year or lost, not accumulated.

c. Retirement Bonus for Unused Sick Leave

Upon retirement, the employee will receive a bonus payment at the rate of five dollars (\$5.00) per day less that the existing substitute teacher's daily wage for one third (1/3) of the accumulated sick days.

2. Personal Leave

At the beginning of every school year, each employee shall be allowed two (2) days for the employee's personal business. This leave is non-accumulative. The standard for determining the use of personal leave shall be for purposes that can not be accomplished during non-school day or hours.

An employee planning to use a personal leave day or days, shall notify the building principal at least one day in advance, except in cases of emergency, then as soon as possible. Personal leave may be allowed on the day before or the day immediately following a holiday or vacation period with the approval of the superintendent (this is not subject to Article III, Grievance Procedures). The superintendent or designee may limit the number of teachers taking personal leave on any given day based on the following: No more than three (3) personal days per secondary or elementary building be granted in advance for one given day. Request will be granted based on the chronological order of their receipt. Use of personal leave shall be specially prohibited during any form of work stoppage.

3. Family Illness Leave

An employee shall be excused without loss of pay for seven (7) days annually in the event of illness or injury of spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent or grandchild indicated by a physician. These days are deducted from sick days.

4. Professional

All professional leave may be so assigned by the building principal. However, employees may request professional leave not initiated by the principal. Expenses incurred by the employee whom the District will pay, shall be limited to mileage, registration fees and lodging. The payment of these expenses will be approved in advance by either the Board or the superintendent and shall be paid by the Board upon the submission of proper receipts. Professional days may be use for the purpose of:

1. Visitation to view other instructional techniques/programs.

2. Conferences, workshops, seminars conducted by colleges universities and educational institutions.
3. In-Service visitation

5. Bereavement

1. Up to five (5) days per school year of leave shall be granted any one time in the event of death of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent or grandchild, and any other member of the immediate household.

Up to five (5) additional days per school year may be granted in the event of death of one of the above listed, **but the cost of the substitute shall be deducted from the employee's salary for each day's absence.** Other bereavement days will be open for individual concern by the administration.

2. Up to three (3) additional days per school year of bereavement may be granted for person not listed above, with each absence to be deducted from the employee's sick days.
3. If an employee attends an out-of-state funeral, additional time, if required may be allowed for travel time with the approval of the superintendent (this is not subject to Article III, Grievance Procedures). In the event such additional time is required, it shall not exceed two working days and shall be deducted from the employee's sick leave.

6. Jury Duty

Any employee called for jury duty during school hours or who is subpoenaed for a required appearance in any judicial proceeding shall be provided such time. Any fees or remuneration the employee receives during such leave shall be turned over to the Wayne Community School District.

7. Meeting for Association Business

Two (2) days shall be available for one representative of the Association to attend Delegate Assembly. The Board agrees to pay the cost of the substitute teacher.

8. Emergency Leave

Emergency leave may be granted for circumstances recognized as emergencies by the principal and superintendent not to exceed two (2) days per year.

B. Unpaid Leave

1. Extended Leave of Absence

Upon request to the Board at least nine (9) weeks in advance (except in emergency situation), an employee may be granted a leave of absence for up to one (1) year. Each request shall be dealt with on an individual basis. Additional leave may be granted at the discretion of the Board. An employee, who is granted a leave of absence under the provisions of Article VII Section B. Unpaid Leave of Absence, shall not receive any salary, including neither teacher quality payments nor any District contributions towards insurance while on unpaid leave of absence. The employee may elect to continue health insurance, if otherwise eligible with the insurance company, by making payments to the District for coverage (subject to the District contributions under the Family and Medical Leave Act for employees on FMLA leave). The employee shall not accrue seniority, credit towards advancement on the salary schedule, sick leave or other benefits while on unpaid extended leave of absence.

2. Family Medical Leave Act (FMLA)

Federal law requires the district to grant up to 12 weeks of leave per year to full-time teachers and other employees who have been employed at least twelve (12) months and who worked at least 1250 hours during the preceding twelve (12) months for the purpose of:

- (1) The employee's personal serious health condition
- (2) Caring for the employee's newly born child
- (3) Caring for a child placed for adoption or placement of foster child
- (4) Caring for the employee's parent, spouse, or child with a serious health condition. The District requires an eligible employee to utilize first any paid leave otherwise applicable and available in the District. The paid leave shall count against the twelve (12) weeks; any leave in excess of

available paid leave shall be unpaid. A past practice allowed sick leave to be used. Sick leave can not be used as paid leave. Regardless of any other provision in the Agreement, at the employee's option, the District shall continue the District's contributions towards health insurance on behalf of the employee for up to twelve (12) weeks as if the employee were still at work.

If the employee does not return to work at the end of the leave (except for reasons specified in the Act), the employee will be required to reimburse the District for all contributions made by the District while the employee was on unpaid leave. The FMLA provisions of this section shall in no way reduce or adversely impact any other provision of the Agreement.

Employees may request leave under the Family Medical Leave Act for up to twelve (12) weeks per year. "Year" shall be defined as the year covered by the collective bargaining agreement. Leave to care for a newly born, adopted or foster child must conclude within twelve (12) months of the birth or placement of the child. Spouses may take a combined twelve week allotment for the birth or placement of a child. Employees should consult FMLA Act located in the superintendent's office for more information before filing for such leave.

3. Public Office

A leave of absence without pay or benefits not to exceed four (4) years may be granted to any employee, upon application for the purpose of serving in a public, state, or national office. Upon return from such leave, an employee shall be placed on the step on the Salary Schedule where he/she would have been had he/she not taken a leave of absence for such purposes.

4. Outside Teaching

A leave of absence without pay may be granted for up to two (2) years for an employee who joins VISTA, or the National Teacher Corps, or who serves as a teacher in any domestic or overseas program or institution. Upon return from such leave, the employee shall be placed on the Salary Schedule, on step above where the employee was when taking leave.

5. Educational Improvement

A leave of absence without pay for up to two (2) years may be granted to any employee, upon application, for the purpose of

engaging in study at an accredited college or university reasonably related to professional responsibilities. Upon return from such leave; the employee shall be placed on the Salary Schedule, one step above where the employee was when taking leave.

6. Other

Other temporary leave of absence may be granted without pay at the discretion of the superintendent.

ARTICLE VIII

EMPLOYEE SERVICE YEAR

A. In School Work Year

The in school work year for employees contracted on a regular basis shall not exceed one hundred ninety (190) days.

B. Extra Assignments

Extra curricular activity work assignments, field trips, supervision, etc., will be assigned by the administration. Each teacher will be assigned once to sell tickets at athletic events without compensation. Further assignments will be compensated at a rate of not less than five (5) dollars per hour. The Association will guarantee that volunteers will be available to sell tickets at these events

C. Late Starts and Cancellations

Employees shall work no less than one hundred eighty (180) teaching days. In the event of closing for weather and/or emergencies, all days so lost shall be made up, either within or beyond the official school calendar.

D. Holidays

The regular and extended contract of employees shall include four (4) paid holidays. Holidays during the service year are as follows:

1. Labor Day
2. Thanksgiving Day
3. Christmas Day
4. New Years Day

ARTICLE IX

Employee Hours

A. Workday

No employee shall be required to report for duty earlier than thirty (30) minutes before school and shall not be required to stay late than thirty (30) minutes after school, unless give notice by the building principal or superintendent.

On Fridays or on days preceding holidays or vacations, the employee's day may end after all regular buses have left their building.

B. Building Meetings

Building meetings called by the building principal which extend beyond the regular workday shall be limited to three (3) a month. Any additional meetings will be called by the superintendent.

ARTICLE X

Assignment

A. Notification of Presently Employed Staff

Any staff member being reassigned by the district to a new grade level, subject, and/or extracurricular area shall be given written notification of the re-assignment no later than August 1st, subject to changes brought about by staff and/or enrollment changes.

B. Notification of New Staff

The superintendent shall assign all newly appointed personnel to their specific positions within the subject area and/or grade level for which the Board has appointed them. The superintendent shall give notice of the assignments and a copy of the **Comprehensive Agreement** to each new employee as soon as practical.

ARTICLE XI

Transfer Procedures

A. Voluntary Transfer

Employees who desire a change in grade and/or subject assignment and/or extra curricular activity assignment or who desire to transfer to another building may file a written statement of each desire with the superintendent.

Such statement shall include the grade and/or subject to which the employee desires to be assigned and the schools to which the employee desires to be transferred, in order of preference.

Such requests for transfers and reassignments for the following school year shall be submitted no later than April 15th. If the transfer is denied, written reason must be submitted to the employee within fifteen (15) days.

B. Involuntary Transfer

Involuntary transfers shall not be made without adequate notice, valid reasons, and a conference to discuss the intended transfer. The normal grievance procedure will be followed.

ARTICLE XII

Reduction and Realignment of Staff

A. Coverage

All Certificated personnel, except administrators and school nurse.

B. Layoffs

Termination because of reduction or realignment of staff. When one or more certificated staff members are to be terminated because of change in size or nature of the student population, phasing out of a special program, budget limitations or changes in the request of students, the following procedure will be followed in descending order:

1. Those staff members in the affected areas with emergency or temporary certification or non-degree personnel.

2. Fully certificated staff members, in the affected areas or curriculum discipline, with the least seniority as computed by the District. Seniority means an employee's length of full time equivalent continuous service with the employer since the employee's last date of hire. Date of hire is when the employee signed his/her first contract with the district. A part-time teacher shall acquire seniority on a pro-rated basis. *Continuous service would include employees who are granted leave by the Board. If an employee terminates contract and later returns, continuous service would begin from last date of hire. Date of hire is only considered when employees ban in same contract year. Example: Employee A has five years of service but took a year leave of absence. Employee B also has five years of service. Date of hire would not be used in this case to determine seniority; decision would have to be based on the following procedures.*
3. The staff member with the least amount of professional education training as reflected by their classification on the District's adopted Salary Schedule.
4. In the event all of the above procedures have been utilized and two or more staff members have the same experience and training, then evaluation via procedures being used that year will determine the person to be terminated.

The affected areas shall be classified as K-6, and 7-12, with the stipulation that the administrators directly affected will have the option of shifting personnel in Grades K-6, either up or down according to what seems best for the situation and the children involved.

C. Recall Provisions

Any certificated staff member terminated or who resigns pursuant to this section shall have recall rights to the affected area should a vacancy exist within two (2) years of termination. Any staff member laid off due to this policy shall be given first consideration for any vacancy that occurs in the system for which he/she feels they are qualified and approved for. However, the final recommendation to fill a vacancy will be made to the Board by the administration.

D. Notification

1. The Board of Directors, through the administration, will provide written notification to all certificated staff members of possible staff reductions or realignment that may become effective for the following year, by April 30th.
2. Designated staff members notified of reduction by the Board of Directors must tender their resignation by May 15th of each year, or the Board shall provide for termination under 279.15 of the Code of Iowa.

E. Benefits

Upon exercising his/her recall rights, or otherwise recalled within the two (2) year period, the staff member shall be given back his/her prior experience rating with the District. He/she shall also get all benefits and salaries pursuant to the current Salary Schedule at the time of recall, including all accumulated sick leave.

F. Resignations and Terminations

Any certificated staff member who is terminated under this policy shall be accorded all rights provided by this policy unless specifically waived in writing.

G. Program Sharing

Any teacher involved in program sharing shall be credited with experience in our system on a pro-rated basis in the event of entering into a full contractual agreement with our District, with a limit of up to one (1) year more than the Master Contract allows.

ARTICLE XIII

Professional Development and In-Service

A. Required Education

Employees holding less than a Master's Degree must earn six (6) semester hours or equivalency credit as required for certificate renewal.

ARTICLE XIV

Safety Provisions

A. Employee Equipment

A desk, chair and storage area for the use of the employee.

B. Protective Equipment

Such special equipment as required to perform assigned duties should be provided without charge to the employee, with the approval of the building Principal and the superintendent.

C. Use of Reasonable Force

An employee may within the scope of his/her employment and pursuant to Board Policy, use and take such action as is reasonable and legal, to quell a disturbance threatening physical injury to others or to obtain possession of Weapons or other dangerous objects

upon the person or within control of the Pupil for the purpose of self-defense, and the protection of persons or property.

D. Legal Action Against an Employee

Whenever any legal action is brought against an employee resulting from the performance of assigned duties, within the scope of employment and pursuant to Board Policies, the Board shall provide the employee with defense, within the limits of the Board's Liability Insurance Coverage.

E. Reporting Assaults

Employees shall immediately report cases of assault suffered by them, in connection with their employment, to their principal and to the police.

ARTICLE XV

Insurance

The District agrees to contribute \$7,716.00 yearly (\$643 per month) towards the cost of family medical and employee dental coverage for employees who choose to take family insurance. The district will pay 100 percent of the cost for single medical and dental coverage, and will provide a \$60 per month annuity for employees who opt to take single coverage. The board will also contribute \$360.00 yearly into a flex spending account for all employees opting for single insurance. This coverage will begin on the first day of the month following initial employment for eligible employees.

The insurance plan will include life insurance, medical health insurance, single dental insurance and disability insurance and other coverage comparable to that in effect at the time of this agreement. The employer will provide each employee a description of the insurance coverage provided herein and will provide application.

The employer shall have the right at any time to procure the insurance referred to in the foregoing sections from any other reputable insurance company provided that such insurance will be the same as the insurance coverage in effect at the time of the Agreement. The employer will provide a description of such coverage to the Association and the employees if a in carrier is being considered. The Association will be asked for recommendations and information, but any change in selection of insurance carriers remains the prerogative of the employer.

New employees to the District shall be covered by employer provided insurance plan effective first day of month following initial employment, provided the requisite applications have been properly completed.

Any professional employee who is hired on a part-time basis that equals at least working an average of twenty (20) hours per school week shall be eligible for the above insurance coverage.

ARTICLE XVI

Evaluation

A. Procedure

The evaluation procedure, process and instrument will be subjected to change each year by the administration and Association. The Association bargaining team will have input on any changes in the procedure or instrument. Career teachers with over two years experience will be given a comprehensive evaluation at least every third year. This policy may be superceded by mandated policies from the state department of education.

First and second year teachers will be evaluated in a manner consistent with Iowa teaching standards. This will include an approved comprehensive mentoring program.

B. Right to Grieve

All employee evaluations are to be fair and accurate. Any employee who has be adversely affected by an evaluation has the right to grieve said evaluation as unfair, unjust or inaccurate through the grievance procedure set forth in the Agreement

ARTICLE XVII

A. Separability

If any article, section or clause of this Agreement is declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this agreement to the extent that it violates the law. The Board and the Association shall enter into immediate negotiations to replace said item under appropriately modified impasse timelines under **Chapter 20, Code of Iowa, 1989**. The remaining articles, sections and clauses shall remain in full force and effect.

B. Signature Clause

In witness thereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures place thereon,

all of this 20th day of March, 2006.

WAYNE COMMUNITY EDUCATION ASSOCIATION

BY Karl Halseth, President

BY Joe Melvinde, Chief Negotiator

WAYNE COMMUNITY SCHOOL DISTRICT BOARD OF DIRECTORS

BY Cliff D. Dan, President

BY Bob Busch, Chief Negotiator

SCHEDULE A

GRIEVANCE REPORT

LEVEL 1

School District _____

Building _____

Name of Aggrieved Person (s) _____

LEVEL 2

A. Date Violation Occurred _____

B. Section (s) of Contract Violated _____

C. Statement of Grievance _____

D. Relief Sought _____

Signature

Date

E. Disposition by Principal or Immediate Supervisor _____

Principal/Supervisor Signature

Date

LEVEL 3

A. _____
Aggrieved Signature Date Received by Superintendent

B. Disposition by Superintendent or Designee _____

LEVEL 4

A. _____
Aggrieved Signature Date Received by Superintendent

B. _____
Date Submitted to Arbitrator Date Received

C. Disposition and Award of Arbitrator _____

Signature of Arbitrator Decision Date

DUES DEDUCTION AUTHORIZATION FORM

Employee No. _____

First Name _____ Initial ____ Last _____

Date Started _____ Dollar Amount _____

CHANGES

Date _____ Dollar Amount _____

Date _____ Dollar Amount _____

I hereby request and authorize The Board of Directors of Wayne Community Schools as my remitting agent, to deduct from my earnings each month until this authorization is changed or revoked as provided herein, a sufficient amount to provide for the monthly payment of the prevailing rate of dues, of which amount is to be remitted each month for me and on behalf of the treasurer of the Wayne Community Education Association affiliate of the Uniserv Unit, ISEA and NEA.

It is understood that this authorization shall begin on the first payroll period in September, and shall continue through August from the date hereof, and shall thereafter continue for successive periods of one year unless revoked in writing by a thirty (30) day notice to my employer.

Date _____

Signature _____

Social Security Number _____ - _____ - _____

		BA	BA + 15	BA + 30	MA	MA + 15													
	Step # 1	\$23,700	\$24,400	\$25,100	\$25,800	\$26,500													
Settlement 3/15/06	2	\$24,365	\$25,065	\$25,765	\$26,465	\$27,165	Vert #1	\$665	Extra Duties	\$(0-3YRS)	%(0-3 yrs)	Activities	\$(0-3YRS)	%(0-3 yrs)					
2005-2006 ---->	3	\$25,030	\$25,730	\$26,430	\$27,130	\$27,830	Vert #2	\$665	Ath. Dir.	\$ 3,159	13.0%	HS Bd/Voc	\$ 3,159	13.0%					
	4	\$25,695	\$26,395	\$27,095	\$27,795	\$28,495	Vert #3	\$665	HD HS Coach			Band 5-8	\$ 1,701	7.0%					
	5	\$26,360	\$27,060	\$27,760	\$28,460	\$29,160	Vert #4	\$665	FB, BkB, WR	\$ 3,159	13.0%	Drama	\$ 1,458	6.0%					
	6	\$27,025	\$27,725	\$28,425	\$29,125	\$29,825	Vert #5	\$665	BsB, SB	\$ 3,159	13.0%	Newspaper	\$ 1,215	5.0%					
	7	\$27,690	\$28,390	\$29,090	\$29,790	\$30,490	Horiz #1	\$700	Tr, VB	\$ 2,430	10.0%	Yearbook	\$ 1,215	5.0%					
	8	\$28,355	\$29,055	\$29,755	\$30,455	\$31,155	Horiz #2	\$700	CC, Golf	\$ 1,944	8.0%	JH Cheer	\$ 972	4.0%					
	9	\$29,020	\$29,720	\$30,420	\$31,120	\$31,820	Horiz #3	\$700	HS Assistants			HS Cheer	\$ 729	3.0%					
	10	\$29,685	\$30,385	\$31,085	\$31,785	\$32,485	Horiz #4	\$700	FB, BkB, 9th GBB	\$ 1,944	8.0%	Jr Class sp.	\$ 972	4.0%					
	11	\$30,350	\$31,050	\$31,750	\$32,450	\$33,150			BsB, SB, WR	\$ 1,944	8.0%	Vocal Ast	\$ 486	2.0%					
	12	\$31,015	\$31,715	\$32,415	\$33,115	\$33,815			Tr, VB, 9th VB	\$ 1,701	7.0%	Flags	\$ 729	3.0%					
	13	\$31,680	\$32,380	\$33,080	\$33,780	\$34,480			HD Jr Hi Coach			Sp. Olymp	\$ 729	3.0%					
	14	\$32,345	\$33,045	\$33,745	\$34,445	\$35,145			FB, WR, BkB, VB	\$ 1,944	8.0%	JH St Coun	\$ 729	3.0%					
	15	\$33,010	\$33,710	\$34,410	\$35,110	\$35,810			Tr, AD	\$ 1,944	8.0%	El St Coun	\$ 729	3.0%					
	16	\$33,675	\$34,375	\$35,075	\$35,775	\$36,475			SB, BB	\$ 1,458	6.0%	HS St Coun	\$ 972	4.0%					
	17	\$34,340	\$35,040	\$35,740	\$36,440	\$37,140			Jr Hi Assts.			(ADD 1/2%							
	18		\$35,705	\$36,405	\$37,105	\$37,805			FB, BB, WR, TR	\$ 1,458	6.0%	TO EACH		(+1% for					
	19		\$36,370	\$37,070	\$37,770	\$38,470			SB, BB	\$ 972	4.0%	THIS YEAR)		each 3 yrs.					
	20		\$37,035	\$37,735	\$38,435	\$39,135								experience					
	21		\$37,700	\$38,400	\$39,100	\$39,800								max 4%)					
	22		\$38,365	\$39,065	\$39,765	\$40,465													
	23		\$39,030	\$39,730	\$40,430	\$41,130													
	24		\$39,695	\$40,395	\$41,095	\$41,795													
	25				\$41,760	\$42,460													
2006-2007 ---->	Step #	BA	BA + 15	BA + 30	MA	MA + 15	Vert #1	\$670	(+\$5)	ACTUAL									
(+\$600 on base)---->	1	\$24,300	\$25,010	\$25,720	\$26,430	\$27,140	Vert #2	\$670	(+\$5)	Category	2004-2005	2005-2006	Increase	% increase					
	2	\$24,970	\$25,680	\$26,390	\$27,100	\$27,810	Vert #3	\$670	(+\$5)	Salary	\$1,896,742	\$1,974,505	\$77,763	4.10%					
	3	\$25,640	\$26,350	\$27,060	\$27,770	\$28,480	Vert #4	\$670	(+\$5)	CAR, INC.	\$23,631	\$23,631	\$0	0.00%					
	4	\$26,310	\$27,020	\$27,730	\$28,440	\$29,150	Vert #5	\$670	(+\$5)	FICA/IPERS	\$272,248	\$284,004	\$11,756	4.32%					
	5	\$26,980	\$27,690	\$28,400	\$29,110	\$29,820	Horiz #1	\$710	(+\$10)	X DUTY	\$111,328	\$121,294	\$9,966	8.95%					
	6	\$27,650	\$28,360	\$29,070	\$29,780	\$30,490	Horiz #2	\$710	(+\$10)	Insurance	\$382,440	\$401,928	\$19,488	5.10%					
	7	\$28,320	\$29,030	\$29,740	\$30,450	\$31,160	Horiz #3	\$710	(+\$10)										
	8	\$28,990	\$29,700	\$30,410	\$31,120	\$31,830	Horiz #4	\$710	(+\$10)	TOTALS	\$2,686,389	\$2,805,361	\$118,972	4.43%					
	9	\$29,660	\$30,370	\$31,080	\$31,790	\$32,500													
	10	\$30,330	\$31,040	\$31,750	\$32,460	\$33,170			Ins./Month	\$548	\$643								
	11	\$31,000	\$31,710	\$32,420	\$33,130	\$33,840				Single	Family								
	12	\$31,670	\$32,380	\$33,090	\$33,800	\$34,510				(+\$23)	(+\$28)								
	13	\$32,340	\$33,050	\$33,760	\$34,470	\$35,180				(+\$5 Flex).									
	14	\$33,010	\$33,720	\$34,430	\$35,140	\$35,850													
	15	\$33,680	\$34,390	\$35,100	\$35,810	\$36,520													
	16	\$34,350	\$35,060	\$35,770	\$36,480	\$37,190													
	17	\$35,020	\$35,730	\$36,440	\$37,150	\$37,860													
	18		\$36,400	\$37,110	\$37,820	\$38,530													
	19		\$37,070	\$37,780	\$38,490	\$39,200													
	20		\$37,740	\$38,450	\$39,160	\$39,870													
	21		\$38,410	\$39,120	\$39,830	\$40,540													
	22		\$39,080	\$39,790	\$40,500	\$41,210													
	23		\$39,750	\$40,460	\$41,170	\$41,880													
	24		\$40,420	\$41,130	\$41,840	\$42,550													
	25				\$42,510	\$43,220													